

Mineral Material nonexclusive cash sale contract

SEC. 1 Contract Terms

- A. All material in contract area in excess of the authorized quantity is reserved by the United States.
- B. The quantity of material for removal is a predetermined amount.
- C. A new contract and payment in advance is required prior to Processing and/or Removal of additional units which exceed the authorized quantity.
- D. Processing and/or Removal in excess of the authorized quantity will subject the Purchaser to trespass action.

SEC. 2 GENERAL STIPULATIONS

Removal of all material must be in strict accordance with instructions of the Authorized Officer and the following conditions and requirements:

- A. No material may be processed or removed unless it is located within areas designated by the Authorized Officer. Title to material sold under this contract will remain in the United States and will not pass to Purchaser until such material has been removed from the contract area.
- B. Any property remaining on site after this contract expires; including extracted material becomes the property of the United States.
- C. Nothing herein may be construed to relieve the Purchaser from liability for any breach of contract or any wrongful or negligent act or for any violation of any applicable regulation of the Department of the Interior.
- D. The Purchaser must take such measures for prevention and suppression of fire on the contract area and other United States lands as are required by applicable laws and regulations.
- E. The Purchaser must dispose of refuse in accordance with instructions of the Authorized Officer.
- F. If the Purchaser violates any of the provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of the Purchaser, except such operations as may be necessary to remedy any violations.
- G. If the Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel this contract, and take appropriate action to recover all damages suffered by Government by reason of such violation.
- H. Any contaminated soil from vehicle petro-chemical (fuel and oil) spills is to be hauled away and disposed of in an authorized landfill or disposal area, not on Public Lands.
- I. If cultural or paleontological resources are discovered during the course of operations, all work at the point of discovery must cease and the Salt Lake Field Manager or Geologist must be notified at 801-977-4300.
- J. At the conclusion of your gathering, the permittee is required to make sure all trash and debris has been cleaned-up from the community pit area.

SEC. 3 SPECIAL STIPULATIONS

Attached, Special provisions (e.g., from mining/reclamation plan), Map(s) are made a part of this contract and must be complied with. Purchaser also acknowledges that the permit will expire 90 days from date of sale.

Purchaser's Full Name_____

Purchaser's Phone number/s._____

Purchaser's Address _____

Collecting Area Name _____

Purchaser certifies that he/she is not considered a minor under the laws of the State in which the lands covered by this contract are located. Purchaser acknowledges that he/she has read and understands the terms and conditions of this contract and any attached provisions

Signature of Purchaser	Date	Signature of Authorized Officer	Date

Special Provisions

1. Hand tools only
2. Non-commercial use
3. Do not operate in wet conditions
4. Non-transferrable and non-refundable

Please return signed to 2370 S Decker Lake Blvd, West Valley City UT, 84119 with payment (payment can be taken with a credit card over the phone. Price is \$15 per ton of rock with a 4 ton maximum). There will be no refunds. Signed stipulations can also be faxed to 801-977-4397 and emailed to blm_ut_sl_mail@blm.gov. Permit will be mailed once signed stipulations are received and payment is made. Any questions or payments can be made by calling 801-977-4300 from 8 AM – 4:30 PM Monday-Friday.

INSTRUCTIONS

1. Monies collected from the sales of mineral material on Public Domain Lands, Oregon and California Grant lands, or Coos Bay Wagon Road lands should be identified as 5881, 5882, or 5897 respectively.
2. Road maintenance fees collected on O&C and CBWR lands should be identified to Subactivity 9110 and those fees collected on Public lands to Subactivity 9120. Identify the proper subactivity by crossing out the non-applicable subactivity.
3. Fees collected for reclamation of mineral material sites on O&C and CBWR lands should be identified to Subactivity 5310, and those fees collected on Public Domain lands to Subactivity 5330. Identify the proper subactivity by crossing out the non-applicable subactivity.

NOTICE

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this contract

AUTHORITY: 30 U.S.C. 601, et seq.; 43 U.S.C. 1181a; 43 CFR 5400

PRINCIPAL PURPOSE: The information is to be used to identify the parties entering into a contractual agreement for the disposal of mineral material

ROUTINE USES: (1) Contact applicants about matters pertaining to a contract for the sale of mineral material from public lands. (2) Report sales information to Congress pursuant to 30 U.S.C. 601 et seq. (3) Execute a contractual agreement for the disposal of mineral material from public lands. (4) Information from the record and /or the record will be transferred to appropriate Federal, State, local and foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Providing this information is mandatory to obtain a contract for the disposal of mineral material from public lands.